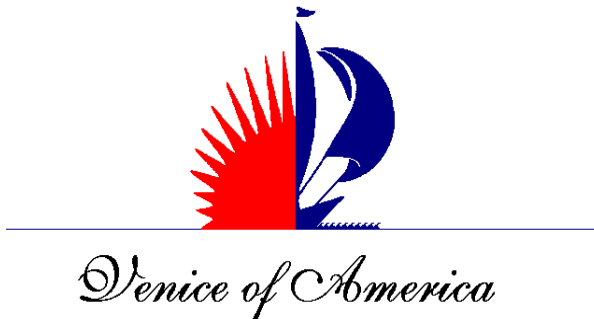


Request for Proposal

221-8703

Contract to Provide Travel Agency Services

***Opens: May 9th, 2002
2:00 p.m.***



City of Fort Lauderdale

***Issued for City of Fort Lauderdale Employees
By the Procurement & Materials Management Division***

**James T. Hemphill
(954) 828-5143**

E-mail: jameshe@ci.fort-lauderdale.fl.us

Visit us on the web at www.ci.fort-lauderdale.fl.us/purchasing

(954) 828-5140



SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately twenty-six (26) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- **The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.**
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

PART I – INTRODUCTION / INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide **TRAVEL AGENCY SERVICES** for various departments of the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, or for questions concerning the technical specifications or Scope of Services, contact Senior Procurement Specialist James Hemphill at (954) 828-5143. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301; ATTN: James Hemphill. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576 ATTN: James Hemphill, or VIA e-mail to: jameshe@ci.fort-lauderdale.fl.us. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule.

Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions to Proposers contained in this RFP.

03. ELIGIBILITY

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to provide these services, have successfully completed services similar to those specified in the Scope of Services section of this RFP, to at least one entity similar in size and complexity to the City of Fort Lauderdale.

04. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

See General Conditions Section 1.08 for MBE and WBE definitions.

05. CERTIFICATION BY BROWARD COUNTY, FLORIDA

If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, **Division of Equal Employment and Small Business Opportunity**. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

- End of Section -

PART II - RFP SCHEDULE

Release RFP	04/16/02
Last Date for Receipt of Questions of a Material Nature	04/30/02
Addendum Release (If required)	05/01/02
PROPOSAL DUE (Prior to 2:00 PM)	05/09/02
Evaluation Committee Review and Short Listing of Proposals	TBA
Oral Interviews with Finalists	TBA
Selection of First Ranked Proposer (Estimated)	TBA

- End of Section -

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

RFP General Conditions Form G-107 Rev. 11/98 (GC) are included and made a part of this RFP as Exhibit "A".

02. VARIANCES

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

03. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for category two(2) for a period of 36 months from the date of being placed on the convicted vendor list.

04. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

05. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

06. FAMILIARITY WITH LAWS

All proposers are required to comply with all Federal, State and Local Laws, Codes, Rules and Regulations that govern and control the actions and operations of this proposal.

07. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

08. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

09. CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with all Proposer's response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

10. CONTRACT PERIOD

The initial contract term shall commence upon final execution of the contract by the City and shall be for a two-year period. The City reserves the right to extend the contract for TWO (2) additional TWO (2) year terms based upon satisfactory performance reviews, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

11. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the City, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty (30) to ninety (90) days, and will be conducted under all specifications, terms and conditions contained in the contract.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor.

12. TERMINATION

The City of Fort Lauderdale reserves the right to terminate the contract at any time with thirty (30) days notice, when such termination shall be for cause. See *GENERAL CONDITIONS #5.09*.

13. ADDITIONAL ITEMS/SERVICES

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

14. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

15. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

16. CONTRACT COST ADJUSTMENTS

The costs as proposed (if any), and accepted by the City shall be firm for the initial contract term. The costs for subsequent terms shall be subject to an adjustment only if increases have occurred in the industry and are properly documented. Any requested cost adjustment shall be submitted to the City at least sixty (60) days prior to the contract anniversary date.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract upon giving thirty (30) days notice to the Contractor.

17. WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

18. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, Contractor shall propose personnel of equal or higher qualifications and all replacement personnel are subject to prior City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

19. SELLING, TRANSFERRING OR ASSIGNING CONTRACTS

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of The City of Fort Lauderdale.

20. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

21. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

22. INSURANCE AND INDEMNIFICATION

The Contractor shall carry at all times the following insurance coverage:

Worker's Compensation & Employer's Liability Insurance as required by Florida Statutes

Limits: Worker's Compensation for all Contractor employees.
Employer's Liability in the amount of \$100,000

Commercial General Liability Insurance

Limits: Combined single Limit Bodily Injury/Property Damage of
\$500,000

Automobile Liability Insurance

22. INSURANCE AND INDEMNIFICATION (Cont.)

Limits: Bodily Injury - \$250,000 each person
 \$500,000 each occurrence
 Property Damage \$100,000 each occurrence

In addition to the above insurance requirements, the Agency shall be required to carry third party liability insurance for errors and omissions in the amount of \$1,000,000.00 per occurrence.

The City shall be named as an additional insured on all liability coverages except Workers' Compensation Insurance. Certificates of insurance must be submitted to the Purchasing Division and be approved by the City's Risk Manager prior to commencement of any work.

The vendor/contractor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period, including any and all option years that may be granted to the vendor/contractor. The certificate of insurance shall contain the provision that the City shall be given no less than thirty-(30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the vendor/contractor shall be responsible for submitting new or renewed certificates of insurance to the City at a minimum of fifteen (15) calendar days in advance of such expiration.

The Vendor may be in default of this contract for failure to maintain the insurance as required by this Contract.

INDEMNIFICATION

See *General Conditions 5.08*

- End of Section -

PART IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

01. GENERAL INFORMATION / INTENT

The selected vendor/contractor shall provide TRAVEL AGENCY SERVICES, for the city. These services should include, but not be limited to, airline tickets/reservations, hotel accommodations, and car rental services insuring maximum use of governmental, corporate and any other discounts and/or special rates.

The selected vendor/contractor shall make reservations, issue tickets, provide advance seat assignments and boarding passes.

The City of Fort Lauderdale has issued an American Express Corporate Travel Card to most management employees who travel on a regular basis. It is these cards that are most often used by the employee to charge official air travel. The employee is personally responsible for charges made against these cards.

In addition, all City departments have been issued an American Express Ghost Card number, for airline tickets ONLY. These "numbers" will be used for those employees who must travel on official business and have not been issued a corporate charge card. The successful contractor may, on occasion, be required to invoice the city directly for transportation needs.

Contractor shall have capabilities of accepting all major credit cards as well as Purchase orders.

02. QUALIFICATIONS / CAPABILITIES

All proposers must have as a minimum, the following capabilities:

- a. Be able to provide a full array of **travel reports** which will enable the participating agency to identify most traveled routes, most traveled airlines, and subsequently negotiate more advantageous travel pricing. The contractor shall be expected to assist the city and other using agencies in negotiations with selected travel partners. The contractor is expected to identify where the city and other agencies may save travel dollars, and make recommendations. The contractor is expected to act as more than just a booking agent for airlines tickets, BUT as a partner with the city and assisting it to manage it's travel program and policies.
- b. The successful contractor should have the ability to communicate via **e-mail** with using employees. Ticket and itinerary confirmations should be able to be e-mailed or FAXED to the city/agency employee once confirmed with the airline. On those occasions where an electronic ticket is not available or practical, the contractor shall deliver tickets to the required location of the City employee requesting the ticket, at no charge. Note: tickets shall routinely be received no later than two (2) working days in advance of travel.
- c. The successful contractor should have a "**web**" **site** that allows using agencies to log on and verify travel itinerary's and communicate with the contractor.
- d. Should have a fully operational office preferably located within Broward County that is open for a least six (6) hours a day during work hours that coincide with the City's standard work hours.
- e. Shall conduct four training / informational sessions per year for city staff.
- f. Proposer should have been in the travel agency business for at least five (5) years.

If your proposal is to include a cost, fee or shared commission, please discuss and describe your Offering in *Section H* of the *Submittal Requirements of the Proposal* section.

03. The City plans on allowing city staff to use this contract as an optional means of obtaining their travel arrangements. They will also be given the option of using the Web to book their travel if they so choose. There are a certain number of employees that value the services of a travel agent as opposed to doing their own travel, however we are unable to estimate the number at this time. Below are figures from last years usage. This estimate is by no means a guarantee of projected usage, but should be used simply as a guide in assisting the contractor in determining the anticipated value of this contract considering all other aspects.

<u>AGENCY</u>	<u>APPROX. TICKETS</u>	<u>APROX .TICKET COST</u>
City of Fort Lauderdale	369	\$111,946
City of Tamarac (totals are for 2/3 of yr.)	52	\$ 6,767.95

The proposer will also be permitted to provide complete travel service and support to participating agencies personnel and their dependents requesting personal arrangements.

It should be noted that The City of Fort Lauderdale employs approx. 4,377 individuals (full-time and part-time. The City of Fort Lauderdale accepts no responsibility or liability, and shall not act as intermediaries for, any agreements entered into between the proposer and the agencies personnel for personal travel, including debt collection. Furthermore, agencies offer no guarantees with respect to volume of or exclusive selling rights for personal travel.

- End of Section -

PART V - CONSIDERATION FOR AWARD/AWARD PROCEDURES

The award of the contract will be based on certain objective and subjective considerations listed below:

1. Understanding of the overall needs of the City as presented in the narrative technical proposal; to include the following:
 - a. Completeness of proposal.
 - b. Qualifications of the agency and staff; years in business, Licensing, Offices, Computer system; Ticketing software; Telephone system; etc.
 - c. Management reports that are available.
 - d. Travel support and Conveniences: emergency service, ticket delivery, use of Internet, itineraries, Quality assurance procedures ;etc.
 - e. Contracts with airlines, hotels, which are available for our use as well as other services which the contractor may be able to provide and offer
 - f. References.

Maximum points available for the above are 70.

2. Ability to insure lowest, available airline ticket costs

Maximum points available for the above are 10.

3. Estimated cost to the City

Maximum points available are 20.

NOTE REGARDING PRICE OR COST TO THE CITY:

The proposer providing the lowest cost to the city, and who is both responsive and responsible, will be awarded the maximum allowable points. Points will be awarded to other proposers in the following manner:

2nd lowest:

$$\frac{\text{lowest cost}}{\text{2nd lowest cost}} \times 20 = \text{Points awarded for cost}$$

Example: Lowest cost = \$20.00
 2nd lowest = \$30.00

$$\frac{\$20.00}{\$30.00} = 0.67 \times 20 = 13$$

Each succeeding proposer would be assigned points in the same manner

Total Points Available are 100 points.

SECTION VI – SELECTION PROCESS

An evaluation committee of qualified City Staff will conduct evaluation of proposals, or other persons selected by the City. It may be a two step process. If a two step process is deemed necessary, it will be as follows: In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The committees will then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The first ranked proposer resulting from this process will be recommended to the Fort Lauderdale City Commission for award.

Proposers or Finalists may be required to provide an oral presentation by appearing before then Evaluation Committee or by conference telephone call for clarification purposes only.

Information and references submitted will be considered in the award.

The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in it's opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

- End of Section -

PART VII – SUBMITTAL REQUIREMENTS OF THE PROPOSAL

SUBMIT SIX (6) COPIES (INCLUDING ONE MARKED “ORIGINAL”) AS FOLLOWS:

Responses to this RFP are to be indexed and submitted in the order listed.

SECTION A: *Cover letter / Letter of Interest* (self-explanatory)

SECTION B: *Qualifications*: in this section explain the organization of your agency including the percentage of your business received from corporate VS leisure (retail) as well as the following:

1. **Staff:** Describe the staff that would be assigned to our account and their qualifications.
2. **Company Ownership**
3. **Years in business**
4. **Local Offices:** list of offices in the City of Fort Lauderdale and surrounding area.
5. **Computer system:** Explain your computer system and its uses and advantages.
6. **Ticketing Services and Software;** Describe your ticketing software; Your services at the airport (charges if any); etc.
7. **Licensing** – Proposal must include a copy of applicable licenses and Certificates held by the company and its employees. Include the companies Airlines Reporting Corporation (ARC) and International Airlines Travel Agency Network (IATA) approval numbers and a copy of your ARC bond in this area. Also include memberships in professional travel organizations, and other forms of authorizations and memberships that are relevant.

Other qualifications that you think are valuable and will help assist us in our evaluation of your proposal. Explain how you would serve the city, as well as what would be expected from the city.

SECTION C: *Management Reports*: Please provide a sample of various management reports that you can provide.

SECTION D: *Travel Support*

1. **Refunds:** method of handling refunds to the traveler and the city. (Also include in this section how your company handles ‘non-refundable’ unused tickets and other such issues. Indicate your policy/procedures as well as your definitions of refundable and non-refundable tickets, service charges, etc.
2. **Quality assurance methods.**
3. **Communications:** telephone system; use of the Internet for purposes of communication; Fax, E-mail, Etc.
4. **Itineraries:** Submit samples of your itinerary format.
5. **Rates:** State methods used to insure that the city will be provided the lowest available fare, how this will be verified and how this will be reported. Also discuss your process for guaranteeing hotel and car rental rates.

- SECTION E: Conveniences:** your company's standard work schedule (days and hours/day) include any days you are not open (holidays, etc.) ; provide information on emergency methods that can be used nights, weekends or anytime while a traveler is on a trip and requirements need to be modified. How will tickets issued against a carrier that suddenly goes out of business be handled? Discuss any insurance provided by your agency for loss of life, accidents, luggage, etc. Is the insurance valid for any type of public carrier? Please indicate what training programs and or forms will need to be completed by city employees; Discuss your customer service commitment.
- SECTION F: Other contracts or features:** Discuss contracts your firm may have with airlines, hotels/motels and auto rental companies and the discounts that may be provided. Provide specific examples of special rate negotiations that you have done for other major clients during the past 12 months.
- SECTION G: References:** List at least three references of governments or firms that do at least \$60,000 in ticketed air travel for which your firm issues tickets. Please provide telephone numbers and names of contact persons.
- SECTION H: Cost:** Discuss and describe any shared commission offered (if any), or indicate proposed transaction fees and how you would propose invoicing for said fees. Discuss any other revenue sharing ideas that you are offering. (It is understood that any shared commission percentage must be based on the net cost of the ticket, before taxes). Is there available and would you give the City a "most favored client/nation" status relating to fares, rates, commission-sharing, etc?
- SECTION I: Complete Travel Agency Survey** (Attachment B). This survey does not however, take the place of responding in detail as required to each section of this proposal. This survey is in addition to that response.

All proposals must be submitted as specified. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If a proposer to respond to a requirement supplies publications, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 P.M., on the date specified in the SCHEDULE Section of this RFP.

A representative who is authorized to contractually bind the Contractor shall sign the proposal.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY
PLUS FIVE (5) COPIES OF THE PROPOSAL PAGES
INCLUDING ANY ATTACHMENTS
THE ABOVE REQUIREMENT TOTALS SIX (6) COPIES OF YOUR PROPOSAL

-End of Section -

PART VIII - QUESTIONNAIRE

Prior Experience:

Number of year's experience the proposer has had in providing similar services:

_____Years

List below those persons who will have a management or senior position working with the City, if you are awarded the contract. List name, title or position, and project duties. A resume or summary of experience and qualifications must accompany your proposal.

List all clients for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, and date service was provided. If services provided differs from the one presented in your proposal, please delineate such differences.

List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three- (3) years:

Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

a. List all pending lawsuits that are concerned directly with the staff or part of your organization proposed for the contract:

b. List all judgments from lawsuits in the last 5 years that are concerned directly with the staff or part of your organization proposed for the contract.

-End of Section -

PROPOSAL PAGES SHOULD BE SUBMITTED AS FOLLOWS:

Signature Page

Travel Agency Survey

Part VII – Submittal Requirements

Part VIII - Questionnaire

Attachments to your Proposal

The Proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

PROPOSERS PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL

COMPLETE AND RETURN THE REQUIRED NUMBER OF **PROPOSAL PAGES AND ATTACHMENTS.**

PROPOSAL IDENTIFICATION: Please indicate on the face of your sealed proposal package the following:

RFP NO. 221-8703

OPENS 05/09/02

PROPOSAL SIGNATURE PAGE

THIS PAGE SHOULD BE COMPLETED AND INCLUDED AS THE FIRST PAGE OF YOUR PROPOSAL

TO: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Bid/Proposal submitted by:

Name _____ (printed)

Title: _____

Firm/Corporation:
(Legally registered as)

—

Address: _____

City _____ State: _____ Zip _____ + _____

Telephone No. (_____) _____ - _____ FAX No. (_____) _____ - _____

e-mail address: _____

WEB Site Address: www. _____

Was this proposal sent to the correct address? If NOT, please check here ☐
and indicate correct address above.

Does your firm qualify for MBE, WBE, and SBE status, in accordance with **Section 1.08** of the General Conditions?

MBE _____ WBE _____ SBE _____

Signature: _____ Date: _____

PROPOSERS PLEASE INSURE THAT YOU HAVE SIGNED THIS SIGNATURE PAGE. OMISSION OF A SIGNATURE ON THIS PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:_____

- End of Section -

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, sup any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instr Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indi payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, wit delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of sati at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satis at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net un shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the Cit ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Spec Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid s such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, c required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to mee schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and o time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the particip Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in it's purchasing activities. If your accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economic persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons incl limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority gro citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose o which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.09(a) Certification by Broward County, Florida

CERTIFICATION BY BROWARD COUNTY, FL: If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor

shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS:** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City at evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract for goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract Agreement, or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a bid is received, the City will not be responsible for the loss of the bid. If an RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bid by transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent by FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with the City's regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, the Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computation, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder's responsibility for transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie a bid to any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be responsible for determining that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and feature, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be responsible for determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to the bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty days at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in a bid being rejected.

- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for verification of the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, there shall be a preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified in the ITB. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine the Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security shall be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, Florida Statutes, Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public access, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are stated in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, the Proposer must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the materials received as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make award on a responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to be in the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing contracts with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services for required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award the contract to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to re-bid is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Bidder shall, within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions. The Performance Bond or Unconditional Irrevocable Letter of Credit shall be submitted to the City thirty (30) days prior to the termination date of the Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, with a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank, and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the bank and draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of the Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the Purchasing Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The Contractor shall list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not maintained. The Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered that do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award due to this violation.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection of the material and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB, he/she shall provide only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, supply the products or services awarded to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. All products or services shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussion with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from the City which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of the City.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be those of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale, its employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of this Agreement. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or any other claim, shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, be the property of the City and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor shall be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold payment from the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach County, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, and comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or other formula, and circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost of providing the items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjustments if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the Contractor. The Contractor shall fulfill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to avoid themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action in law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business for a specified period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by the City Manager or an authorized representative of the City authorized to bind the City in such matters.

- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statute 218.30, before entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed between the Contractor and the City without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the contract.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award under this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or select committee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

TRAVEL AGENCY SURVEY

Agency Name_____

Prepared by_____

Address_____

Telephone_____

Does your agency offer the following?

1. Computerized airline reservations service YES/NO

Name the different systems that you utilize

A._____ C._____

B._____ D._____

2. insure maximum use of government, corporate and/or other special rates? YES/NO

3. immediate confirmation of flights YES/NO

4. Confidential reservations. YES/NO

5. Notify customer of changes to itinerary within twenty-four hours YES/NO

6. Toll-free 24 HR service/7 days a week YES/NO

a. in your location, utilizing your agents YES/NO

b. VIA an outside service:
NAME_____ YES/NO

7. Telex/FAX service for clients YES/NO

8. E-mail service for clients YES/NO

9. Guaranteed hotel reservations YES/NO

10. Advance boarding passes YES/NO

11. Suggest alternate routings for international travel for maximized savings YES/NO

12. Help secure visas and passports YES/NO

13. Supply all documents forms YES/NO

14. Take passport photos YES/NO

15. Specialized international tariff agents YES/NO

16. Travel documents include:
- a. Complete airline itinerary YES/NO
 - b. advance seat assignment information YES/NO
 - c. Car rental information and confirmation number YES/NO
 - d. hotel confirmations YES/NO
 - includes hotel address YES/NO
 - Includes hotel phone number YES/NO
17. Ticket Delivery
- a. scheduled YES/NO
 - b. Emergency YES/NO
 - c. Delivery receipts YES/NO
 - d. Via agency courier YES/NO
 - e. Via outside courier YES/NO
- NAME_____
18. Recruitment Services
- a. prepaid tickets for inbound prospective employees YES/NO
 - b. complete handling of air and hotel YES/NO
19. Customized billing
- a. computerized billing YES/NO
 - 1. Mag tape YES/NO
 - 2. Punched card YES/NO
 - 3. Floppy disks YES/NO
 - 4. other – what type_____ YES/NO
 - b. automated credit card reconciliation YES/NO
 - c. in-house accounting/reporting computer agency YES/NO
20. Management Reports

	a. Monthly air activity report analysis by division, department, or any relevant Accounting code	YES/NO
	b. origin/destination flight report by city and airplane for analysis of company travel patterns	YES/NO
	c. Flights by class of service for monitoring travel policy	YES/NO
	d. discount air fare comparison, usage and exception report to monitor savings, adherence to policy and to verify agents guarantee of lowest available air fare	YES/NO
	e. hotel usage report to monitor adherence to policy and provide potential volume discount data	YES/NO
	f. car rental usage report to monitor adherence to policy and provide potential volume discount data	YES/NO
	g. expense report database listing all T & E Information	YES/NO
	h. T & E Audit reports for management of Travel inefficiencies	YES/NO
	i. validation report to show individual airline usage by volume	YES/NO
20.	Separate quality control functions	
	a.Quoted fares double checked by agent other than original reservationist For low fare accuracy	YES/NO
	b.dedicated special staff utilizing multiple reservation systems to eliminate bias and capture last minute fare changes and last seat availability.	YES/NO
	c. special designated agents for major clients	YES/NO
	d. all reservations reconfirmed	YES/NO
	e. agency evaluation survey by travelers	YES/NO
22.	Special service staff assigned to City	
	a. customer service representative	YES/NO
	b. travel management consultants	YES/NO
23.	Client orientation/training programs	
	a. new client orientation programs	YES/NO
	b. cost-saving training tips for clients	YES/NO
	c. ongoing in-house training presentations for travel planners and travelers	YES/NO
	d. special transition team assigned for smooth start-ups	YES/NO
24.	Personal Travel	YES/NO

a. separate billing available YES/NO

b. employee travel club discounts YES/NO

25. Travel supplier discounts available (list 3 specific examples. Regarding your Negotiated rates; **do not list normal published discounts fares or rates – only Proprietary rates and fares**)

<u>City/city Pairs</u>	<u>normal Negotiated Rate</u>	<u>corporate rate or Y fare</u>	<u>Effective % savings</u>
------------------------	---------------------------------------	-------------------------------------	------------------------------------

Travel suppliers

Airline names

1. _____

2. _____

3. _____

Hotel properties or chains

1. _____

2. _____

3. _____

26. Client newsletters, updates and publications YES/NO

<u>Publications name</u>	<u>Purpose</u>	<u>Frequency</u>
a. _____	_____	_____

27. Special periodic client service bulletins for communicating savings opportunities YES/NO

28. Use special net non-commissionable rates negotiated by clients YES/NO

29. Special Services

a. traveler checks YES/NO

b. corporate rate hotel directory YES/NO

c. block space hotel program YES/NO

d. preferred rate hotel program YES/NO

e. special vendor promotions YES/NO

f. frequent flyer tracking

YES/NO

- End of Section -

Supersedes Page Dated 5-12-88

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CITY OF FORT LAUDERDALE

DATE ISSUED:
10-31-90

POLICY and STANDARDS MANUAL

CHAPTER:

FINANCIAL AND PURCHASING 9

SECTION:TRAVEL ALLOWANCE AND
SUBSISTENCE POLICY

4

SUBJECT:

DESCRIPTION OF UNIFORM POLICY

1

PURPOSE

To establish travel allowance and subsistence policy for all employees performing directed travel of an official nature.

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The policy is designed to cover reasonable employee expenses while traveling on City business and to promote the prudent use of public funds. Employee reimbursements are not intended to be employee compensation or an employee benefit program. The policy is designed to cover all employee travel. A few situations will require exceptions, due to their unusual nature. Any exceptions must have prior written approval of the City Manager, unless they are an emergency. In such an emergency, an after the fact written explanation will be required, from the traveler. Reimbursement will be contingent upon City Manager approval of the explanation.

PROCEDURE

1. EXTENDED TRAVEL:

Extended travel may be requested by the traveler, or dictated by significantly lower fares.

a. The City will not require a traveler to travel on weekends to reach a lower net cost of travel. However the City does encourage travelers to travel on weekends when it will result in significantly lower net cost of travel.

b. If requested by the traveler, extended travel may be allowed at the beginning or end of the trip, in order to provide savings.

- c. Extended travel will not occur during the traveler's normal work time, and the traveler will be reimbursed for per diem and lodging during the extended travel time as long as the total net cost resulted in a saving to the City.
- d. If a traveler is combining City business and vacation, and part of the extended travel time consisted of a bridge between the two, no per diem or lodging for that bridge time will be allowed.

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N = New

C 2. AIR FARES:

- a. The City will reimburse the traveler for the cost of the lowest air fare (Target Airfare) for a particular trip. The lowest air fare is defined as the lowest possible fare for the trip, using Fort Lauderdale Airport departure and return, flying on any regularly scheduled airline allowing for intermediate stop(s). Employees are expected to secure airline reservations and tickets in advance, to insure the lowest cost is obtained.

Employees who obtain their tickets in advance and are obligated to pay for the tickets to the trip, will be able to have the cost of the ticket reimbursed if a copy of the ticket and their credit card invoice is presented with the prescribed form (Travel Expense Certificate) to the Travel Manager. An approved Travel Request (TA) will be required when this payment is requested.

- b. If an employee or traveler wishes to take a flight, or use a particular airline, for personal reasons, and the cost exceeds the amount for a Target Airfare (Lowest Airfare), the cost will only be reimbursed for the lowest amount. Premium cost for First Class airline tickets will not be reimbursed.
- c. Target airfare and related expenses (obtained by proper preplanning) will be used as the guideline in comparing costs of personal car vs. air travel. The employee will be reimbursed for the lesser amount.
- d. If the traveler is reasonable sure that a particular trip will be taken, it is recommended that the lowest possible airfare be utilized, even though there may be a penalty for cancellation or changes. If a non refundable ticket is obtained, and the trip cannot be taken due to required work or documented personal problems which are approved by the Travel Manager and the appropriate Department Director, the City will assume responsibility for any penalty.
- e. If substantial savings can be realized, (see parking and mileage reimbursement), it is recommended that alternate airports be considered and used. Alternate airports can be chosen by the traveler for personal convenience, as long as the travel cost is not increased.
- f. Often a conference designates an airline as the recommended method of travel. Normally a special "code" is provided in the conference literature. Travelers should provide this "code" information to the City's Travel Agency so that any special reduced airfare can be obtained. If special "packages" are available from any source and they meet the employee needs, call and discuss it with the Travel Manager. The City desires to save money.

C = Change

C

- g. Employees may not be reimbursed for airline charges, if the tickets are obtained from other than the City's contracted Travel Agency unless prior approval is given by the Travel Manager.

3. FREQUENT FLYER POINTS:

- a. The City, at this time, will allow the employee traveling on official business, to obtain Frequent Flyer Points. The City does reserve the right at a future date, to capture Frequent Flyer Points, and use them for official City purposes. Employees or travelers are prohibited from choosing a more expensive flight or incur any additional costs in order to accumulate frequent flyer credits.
- b. Travelers are encouraged to use frequent flyer credits obtained from City travel, to reduce official expenses.

4. AIRPORT PARKING REIMBURSEMENT/AIRPORT BUS OR LIMO SERVICE:

- a. Employees are encouraged to get rides to and from local airports.
- b. If an employee must park at the airport, the City will reimburse for costs incurred, (except for Management Levels I & II.) (See 9.a., (3). Parking will not be reimbursed for parking in SHORT TERM area. Receipts must be furnished. Employees eligible for mileage reimbursement may claim their travel to and from the airport and their normal work place, when using their personal vehicles. The mileage should be claimed on the monthly form submitted to the Payroll Section of the Finance Department.
- c. If alternate airports are used for cost saving reasons for the City, the employee will be reimbursed for long term parking or Shuttle Service to and from these locations. A cost analysis must be furnished by the traveler.
- d. If the traveler is expected to utilize the least expensive means of transportation from the airport to the hotel, etc. A taxi should only be utilized if that is the least expensive means of transportation. Receipts must be provided for this expense.

5. RENTAL CARS:

- a. Use of rental cars may be approved if:
 - (1) It is required by the nature of the task or travel requirements.
 - (2) It will provide less cost to the City, compared to other types of transportation.

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C = Change

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- b. All rental cars must be approved by the appropriate Department Director or Assistant City Manager.
- c. The smallest rental car (least expensive) commensurate with the task or number of passengers must be utilized. The employee is expected to obtain the best rental rate, after making comparisons. The Purchasing Division will maintain information on State of Florida Contract Rates, plus other special offers which may be available.
- d. At the employees option, the City will reimburse for Collision Damage Waiver (CDW) insurance for rental cars.
- e. As a general practice, rental cars will not be approved if the employee is staying at or in the near proximity of the conference hotel or meeting location.
- f. Except for the use of a State Contract rate, whereby fuel may be included in the rental rate, employees obtaining rental cars, shall not accept any provisions for fuel to be provided by the rental agency. It is normally much less expensive if the rental car is returned full of fuel, paid for by the renter at a private gasoline station. When fuel receipts are presented, they will be reimbursed by the City. (NOTE: State Contract requires Avis, who will reimburse for fuel expenditures, for in State rentals.)

6. PRIVATE VEHICLE/CITY VEHICLE/CAR POOLING

- a. Private vehicles used for transportation by all employees outside the "three county" area will be reimbursed at the approved rate per mile. Employees below Management Level III, may be reimbursed within the three county area. The Travel Manager will utilize Rand McNally Maps or a computer program for determining miles between specific location.
- b. The City will reimburse employees for the use of their personal vehicle at the rate allowed by the Internal Revenue Service. The mileage reimbursement which is paid when private vehicles are used includes costs for fuel, insurance, repairs, etc. Toll road charges will be reimbursed when private vehicles are used and valid receipts are furnished, if the charge is \$2.00 or more.
- c. If a City vehicle is utilized, tolls and fuel will be reimbursed. The Fleet administrator has provided instructions on what actions to take if a City-owned car needs repair outside of the Fort Lauderdale area. Receipts will be required.

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C = Change